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SECTION 8 ADMINISTRATIVE PLAN

1.0 EQUAL OPPORTUNITY

1.1 FAIR HOUSING

It is the policy of the Oakland Housing Authority (OHA) to fully comply with all Federal, State, and local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination as defined by applicable law.

Accordingly, OHA will assist any family that believes they have suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms. The Authority will also assist families in completing the forms, if requested. The address of the nearest Department of Housing and Urban Development (HUD) office of Fair Housing and Equal Opportunity will also be provided.

1.2 REASONABLE ACCOMMODATION

Any applicant or participant with one or more disabled household members may request a reasonable accommodation to any of the Housing Authority's rules, policies, practices or services in order to take full advantage of the programs and services offered by the Agency. For a definition of a "Person with Disabilities" please refer to the Glossary Section of this policy.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

1.3 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS

The Oakland Housing Authority will make every effort to have bilingual staff or access to people who speak languages other than English and to assist non-English speaking families.

1.4 OUTREACH

OHA is committed to providing safe and decent housing to all eligible individuals and families. Community outreach, during the open application period, is a means of ensuring unrestricted participation.

In order for eligible families to be aware of the various public housing programs and availability, the Authority will publish advertisements in newspapers of general circulation, ethnic and gender focused publications, and other appropriate resources.

Further, OHA will distribute fact sheets to the broadcasting media and initiate personal contacts with news media. Public service announcements will also be utilized.

The status of housing availability may be shared with other community service providers to inform them of eligibility requirements and guidelines so that proper referrals to the Authority will be made.

1.5 RIGHT TO PRIVACY

All adult members of both applicant and tenant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. This notice states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or tenant information will not be released unless there is a signed release of information request from the applicant or tenant.

1.6 INFORMATION AVAILABLE FOR REVIEW

The Oakland Housing Authority, upon request will make the following information available for review at each of its Section 8 offices:

- A. The Section 8 Administrative Plan
- B. Oakland Housing Authority's Family Self Sufficiency Plan
- C. Procedure for Requesting an Informal Review
- D. Sample Lease and Housing Assistance Payments (HAP) Contract

The Oakland Housing Authority will post in each of its Section 8 offices, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Notice of the status of the waiting list (opened or closed)
- B. Address of all Oakland Housing Authority offices, office hours, telephone numbers, TDD numbers, and hours of operation
- C. Income Limits for Admission

- D. Fair Housing Poster
- E. Equal Opportunity in Employment Poster

2.0 ELIGIBILITY FOR ADMISSION

2.1 APPLICATIONS

Applications are taken to compile a waiting list. The Oakland Housing Authority will open its waiting list to new applicants when its existing list has decreased to twelve months worth of applicants based on current unit availability, program turnover and HUD funding. Applications will be accepted for a pre-determined period of time. Prior to the opening of the Section 8 Waiting List, the Housing Authority will advertise through public notices and advertisements in the Local section of several newspapers that serve its jurisdiction. The Housing Authority may also use various media groups. The notices will contain:

- A. The dates, times and locations where families may obtain applications.
- B. The method by which families may apply
- C. The method by which families may be chosen for the wait list
- D. The program for which applications will be taken
- E. Limitations (who may apply)
- F. Income limits
- G. The application deadline

To ensure maximum access for all applications will be made available at numerous locations throughout the city of Oakland. Applications may also be available outside of Oakland for reasonable accommodation of the disabled community. The application will include:

- A. The program for which applications will be taken
- B. Limitations
- C. Selection Criteria
- D. Income limits
- E. Instructions for completing the application
- F. The deadline by which to apply
- G. The location to submit applications
- H. Description of the lottery
- I. Any special provisions

LIMITS ON WHOM MAY APPLY

When the list is open, applications will be accepted from any family who wishes to be placed on the list. However to ensure that each family has an equal chance, applications will be screened prior to entry to ensure there is no duplication of application. The original application will remain in the lottery, while duplicate applications will be deleted.

SELF-CERTIFICATION/VERIFICATION

Information regarding an applicant's income-eligibility and qualification for any of the Housing Authority's preferences is self-certified on the lottery application. Actual verification of an applicant family and screening will not be conducted until the family is at the top of the Housing Authority's list.

LOTTERY PROCESS

The Housing Authority's lottery placement on the Section 8 waiting list will be conducted as follows:

- A. Applications will be screened based on Applicant Name, Social Security Number and Household Address to avoid duplicates. Duplicates will be destroyed.
- B. Notices will be sent to all eligible and ineligible applicants.
- C. A computerized sort will select 5,000 applicants in the lottery.
- D. The selected 5,000 will be sorted onto the Housing Authority's Section 8 Waiting List

NOTIFICATION OF APPLICATION STATUS

The Housing Authority will provide applicants with the following written notices:

- A. Receipt of Application
- B. Ineligible and Eligible
- C. Selected and not selected in lottery

SECOND LOTTERY

The Housing Authority will retain applicant information received for up to two years and reserves the right to hold a second Lottery amongst qualified individuals within that time frame.

Families wishing to apply for the Section 8 Program will be required to complete an application for housing assistance. Applications will be distributed and accepted in a manner as specified in the public notice.

Completed applications will be accepted from all applicants such as indicated in the public notice.

2.2 ELIGIBILITY REQUIREMENTS

There are five eligibility requirements for admission to Section 8: 1) qualifies as a family; 2) has an income within the income limits; 3) meets citizenship/eligible immigrant criteria 4) provides documentation of Social Security Numbers; and 5) signs consent authorization documents.

2.3 ELIGIBILITY CRITERIA

A. Family status.

1. "Family" means:

- (1) one or more adult persons with a child or children; or*
- (2) two or more adult persons sharing residency whose income and resources are available to meet the family's needs and who are either related by blood, marriage, or operation of law, or have evidenced a stable family relationship; or*
- (3) a single person 62 years of age or over; or*
- (4) a single disabled person; or*
- (5) the remaining member of a tenant family; or*
- (6) single persons who otherwise are eligible; or*
- (7) any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.*

There may also be considered as part of a family other persons who will live regularly as a part of the family group (including members of the family temporarily absent) and whose income and resources are available for use in meeting the living expenses of the group. Lodgers may not be included in the family. The definition of "Family" does not exclude a person living alone during the temporary absence of a family member who will later live regularly as a part of the family.

- a. Children temporarily absent from the home due to placement in foster care are considered family members.
- b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.

2. An **elderly family** means:
 - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
 - b. Two or more persons who are at least 62 years of age living together; or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A **near-elderly family** means:
 - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
 - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
 - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
4. A **disabled family** means:
 - a. A family whose head, spouse, or sole member is a person with disabilities;
 - b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.
5. A **live-in aide** means:

A live-in aide is a person who resides in a family's unit in order to provide care for a family member who is disabled or who is over 50, and who:

- i. Is determined to be essential to the care and well-being of the person;
- ii. Is not obligated for the support of the person; and
- iii. Would not be living in the unit except to provide necessary supportive services.

A qualified care-provider's certification is required as verification of the necessity for a live-in aide. The qualified care-provider's certification must demonstrate that a live-in aide is necessary and that the family would not be

equally well served by a home health care service or a care provider who does not live in the unit. The necessity of a live-in aide shall be subject to re-verification as determined by the Housing Authority at any subsequent recertification of eligibility.

In instances where the family receives payments from Social Services through the In Home Supportive Services (IHSS) program, the live-in aide reported to the Housing Authority must be the same person on record with IHSS.

Relatives may be live-in aides if they meet the above standards. A relative who chooses to be a live-in aide will not be treated as a “regular” member of the household, but instead will be treated as all live-in aides. A live-in aide is treated differently than other household members:

- i. Income of the live-in aide is not be counted for purposes of determining eligibility or the level of assistance;
- ii. Live-in aides are not subject to Non-Citizen Rule requirements.
- iii. Live-in aides may not be considered as a remaining member of the tenant family.

The live-in aide’s qualification for housing occupancy terminates when the individual needing the supportive services leaves the unit or fails to qualify for continued occupancy. The live-in aide does not qualify for continued occupancy as a remaining member of the tenant family, even if they are related by blood, marriage or operation of law.

A live-in aide’s family members may reside in the unit provided the following conditions are met:

- i. The subsidy size is not increased; and
- ii. The presence of the live-in aide’s family does not overcrowd the unit.

B. Income eligibility

- 1. To be eligible to receive assistance a family, at the time the family initially receives assistance under the Section 8 program shall be a low-income family that is:
 - a. A very low-income family;
 - b. A low-income family continuously assisted under the 1937 Housing Act;

- c. A low-income family that meets additional eligibility criteria specified by the Housing Authority;
 - d. A low-income family that is a nonpurchasing tenant in a HOPE 1 or HOPE 2 project or a property subject to a resident homeownership program under 24 CFR 248.173;
 - e. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing.
 - f. A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project.
- 2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.
 - 3. The applicable income limit for issuance of a Section 8 Voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at the time of admission to the program.
 - 4. Families who are moving into the Oakland Housing Authority's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority, must meet Oakland Housing Authority's income limits.
 - 5. Families who are moving into the Oakland Housing Authority's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the Oakland Housing Authority program.
 - 6. Income limit restrictions do not apply to families transferring units within the Oakland Housing Authority Section 8 Program.

C. Citizenship/Eligible Immigrant status

To be eligible each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980

(see 42 U.S.C. 1436a(a)).

Family eligibility for assistance.

1. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 7.8(F) for calculating rents under the noncitizen rule).
3. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Employee Applicants/Clients

An employee of the Authority or a relative of an OHA employee who is also a client is entitled to the same rights and shall be expected to satisfy the same requirements as any other client with similar status.

Employee relative is defined as the employee's mother or father, stepmother or stepfather, sister or brother (including half-brother or half-sister or stepbrother or stepsister), spouse, child (including adopted and stepchild), grandparents (including step grandparents), mother-in-law and father-in-law.

No employee shall handle matters related to his/her own case or to the case(s) of member(s) of his/her family.

In order to ensure that the Authority is made aware each time an employee or a relative of an employee applies for housing, each applicant shall be required to declare whether he/she is an OHA employee or is related to an OHA employee. This declaration shall be made on a form prescribed by the Chief of Eligibility.

Anytime action is taken or a decision is made which affects the client status of an OHA employee or a relative of an OHA employee in any way, all related paperwork must be received and signed by the Department Director or his/her assigned designee before the action or decision becomes effective.

Each initial determination of eligibility and each selection to a program of an OHA employee or a relative of an OHA employee shall be forwarded to the Executive Director for review and final approval. The Department Director's certification shall accompany the file to the Executive Director/Deputy Executive Director. The certification shall state that all determinations and actions taken

have been reviewed by the Department Director and are in accordance with all applicable policies and procedures.

2.4 SUITABILITY/CRIMINAL BACKGROUND CHECK

Suitability for tenancy. The Oakland Housing Authority determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. The Oakland Housing Authority will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. If the applicant has lived outside the local area, the Oakland Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC).

The Oakland Housing Authority will check with the State sex offender registration program and will ban for life any individual who is registered as a lifetime sex offender.

Denial of assistance to an applicant is subject to the informal review process described in sections 2.6 and 2.7 of this chapter. The Oakland Housing Authority's Police Department will conduct all Informal Reviews for applicants who are denied assistance due to criminal background checks.

The Oakland Housing Authority will provide the following information about program participants to owners when a Request for Tenancy is submitted:

- A. A participant's current address as shown in Agency records;
- B. A participant's prior address as shown in Agency records; and
- C. The name and address, if known, of the landlord at the participant's current and prior addresses.

Upon request, the Oakland Housing Authority will provide only the following information about program participants to owners:

- A. Any damage claim amounts paid by the Authority on behalf of participants in the past five years; and
- B. A listing of any evictions of the family in the past five years. These will be listed only if there is a copy of the judgment in the Authority's files.

Every Section 8 applicant who attends a program briefing will be informed of this policy. The Oakland Housing Authority will give the same types of information to all owners and for all families.

Additional screening is the responsibility of the owner.

2.5 *GROUND*S FOR DENIAL

The Oakland Housing Authority must deny assistance for any of the following grounds:

- A. The family has been evicted from housing assisted under the program for a serious violation of the lease;
- B. If any member of the family fails to sign and submit consent forms allowing the Oakland Housing Authority to obtain wage and income information in accordance with HUD regulations at 24 CFR 5, subparts B and F addressing housing authority's ability to gather family income, wage and expense information;
- C. If the family fails to submit required evidence of citizenship or eligible immigration status;
- D. If a family member has been convicted of manufacturing or producing methamphetamine on the premises of any federally assisted housing property. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds. Section 8 assistance will be immediately and permanently denied/terminated; or
- E. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.

The Oakland Housing Authority may deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Fail to respond to a written request for information or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application or lease-up process;
- E. Have a household member(s) who has committed drug-related or violent criminal activity. If the Oakland Housing Authority seeks to deny or terminate assistance because of illegal use, or possession for personal use, of a controlled substance, such use or possession must have occurred no more than one-year prior to the date Oakland Housing Authority notifies the family of its decision to deny or terminate assistance. The Oakland Housing Authority may not deny or terminate assistance for such use or possession by a family member if the family member can demonstrate that he or she:

1. Has an addiction to a controlled substance, has a record of such an impairment or is regarded as having such an impairment; and
 2. Is recovering, or has recovered from, such an addiction and does not currently use or possess controlled substances. The Oakland Housing Authority will require the family member to submit evidence of participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the unit;
- F. Currently owes rent or other amounts to any housing authority in connection with the public housing or Section 8 Programs.
- G. If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit or other amounts owed by the family under the lease;
- H. Any household member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- I. Have a family member who was evicted from federally assisted housing within the last five years;
- J. Have engaged in or threatened abusive or violent behavior towards any Oakland Housing staff;
- K. Have a household member who has ever had their assistance terminated under the Section 8 Program;

2.6 NOTIFICATION OF NEGATIVE ACTIONS

If the Oakland Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Oakland Housing Authority will provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 business days of the denial.

2.7 INFORMAL REVIEW

Except in the case of denials due to criminal background checks, the Chief of Housing Eligibility, or their designated representative, will conduct all informal reviews. The informal review applicant will be given the opportunity to present their objections in person. Upon receiving a request for informal review, a meeting will be scheduled. The final decision will be sent in writing to the applicant within 14 calendar days of the informal review. The notice will include a brief statement of the reasons for the decision.

3.0 MANAGING THE WAITING LIST

3.1 *OPENING AND CLOSING THE WAITING LIST*

Opening of the waiting list will be announced with a public notice that applications for Section 8 will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, and also by any available minority media. The public notice will state any limitations to who may apply. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

Closing of the waiting list will be announced with a public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation, and also by any available minority media.

3.2 *ORGANIZATION OF THE WAITING LIST*

The waiting list will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file;
- B. All applications will be maintained in order of preference and then in order of date and time of application;

3.3 *PURGING THE WAITING LIST*

The Oakland Housing Authority will update and purge its waiting list as necessary to ensure that the pool of applicants reasonably represents interested families. Purging also enables the Housing Authority to update the information regarding address, family composition, income category and preferences.

3.4 *REMOVAL OF APPLICANTS FROM THE WAITING LIST*

The Oakland Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments;
or
- C. The applicant does not meet either the eligibility or screening criteria for the program.

Any applicant whose name is being removed from the waiting list will be notified by the Oakland Housing Authority, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Oakland Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Oakland Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

4.0 TENANT SELECTION AND ASSIGNMENT

4.1 *SELECTION FROM THE WAITING LIST/SPECIAL ADMISSIONS*

The Housing Authority may admit an applicant for participation in the program either as a special admission or as a waiting list admission.

If HUD awards funding that is targeted for families with specific characteristics or families living in specific units, the Oakland Housing Authority will use the assistance for those families. Examples include programs targeting the homeless; persons with disabilities; re-unifying families.

Special Admissions to the Section 8 program include project-based housing and service enhanced housing, wherein the Authority has contracted relationships with property owners and service organizations. For these programs, the Housing Authority identifies from its Section 8 Voucher and Moderate Rehabilitation waiting list, families who are appropriate for these special programs and serves these families ahead of others on the list. In addition, the Oakland Housing Authority will accept referrals of eligible clients identified by owners and those service agencies who are our collaborative partners, in order to fully utilize the available funding. These applicants can bypass the Oakland Housing Authority waiting list but must meet all normal screening criteria as well as special program criteria. Special Admissions programs include:

A. Moderate Rehabilitation Program

These project-based units are located in both Single Room Occupancy (SRO) buildings and in family units located throughout Oakland. In these buildings the assistance is tied to the housing unit. Several of the SRO buildings are reserved for the homeless.

B. Project Based Assistance

These units represent Section 8 assistance dedicated to specific structures; therefore, the assistance is tied to the housing unit.

C. Service-Enhanced Housing Programs include:

1. Family Unification Program-Vouchers for families reunifying after foster care placement.
2. Mainstream Program-Vouchers for those families whose head or spouse has a physical, mental or developmental disability.
3. Shelter Plus Care Single Room Occupancy Moderate Rehabilitation Program-Referrals to this project-based program

must have a history of homelessness and one or more of the following: severe drug and/or alcohol history; severe mental illness, and AIDS/HIV.

4.2 PREFERENCES

The Oakland Housing Authority will select families based on the following preferences.

- A. A Veterans Preference (as required by state law);
- B. A Residency Preference (for persons living or working in Oakland);
- C. A date and time or lottery preference (as a tie breaker when all else is equal).
- D. A preference for the Elderly/Disabled over other Singles; and

4.3 INCOME TARGETING REQUIREMENTS FOR SECTION 8 ADMISSIONS

Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income, the Oakland Housing Authority retains the right to skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

4.4 SUBSIDY STANDARDS

The Authority's subsidy (bedroom size) standards are used to determine the maximum rent subsidy that a family assisted under the voucher program will receive. The Authority's subsidy standards have been established in accordance with HUD regulations to provide Section 8 housing assistance to the greatest number of families possible. The Authority's subsidy standards will be applied consistently for all families of like size and composition. A family's voucher size will be determined in the following manner:

- One bedroom will be allocated to the Head of Household (and his/her spouse/significant other).
- One bedroom each will be allocated for every two remaining family members regardless of the age, sex or relationship of these other family members.

Thus, a family with a Head of Household and no spouse/significant other would be allocated a subsidy size in the following manner:

<u>Family Size</u>	<u>Subsidy Size</u>
1	1
2	2
3	2
4	3
5	3
6	4
7	4
8	5

A family with a Head of Household and a spouse/significant other would be allocated a subsidy size in the following manner:

<u>Family Size</u>	<u>Subsidy Size</u>
2	1
3	2
4	2
5	3
6	3
7	4
8	4
9	5

4.5 *QUALIFICATIONS TO SUBSIDY STANDARDS*

The following factors must be considered when assigning subsidy size:

- A. A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.
- B. A family member who is temporarily away from the home to attend school is considered a member of the family in determining the family unit size.
- C. Children who are being adopted, or whose custody is being obtained, may be considered in assigning subsidy size. However, there must be a reasonable assurance that the child or children will join the family within a year and the family must provide proof that the child or children joined the family. In cases where a family was given a larger subsidy size, but the

child or children do not join the family, then, the family's subsidy size will be reduced with a 30-day notice from the Authority.

- D. A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family (this applies to subsidy standards only and not income limits).
- E. Unless a live-in aide is present, the subsidy size for any family consisting of a single person must always be a one-bedroom unit.

4.6 EXCEPTIONS TO SUBSIDY STANDARDS

The subsidy standards may be waived for families in need of:

- A. A live-in aide for a family member (see Family Composition);
- B. Medical equipment which requires a separate room because of size or function; or
- C. A documented medical need that necessitates a separate room for a family member.

Families seeking an exception to the subsidy standards will be required to submit a request for such an exception. The request must meet the Authority's guidelines. In order to obtain a waiver, the family must provide justification for their request and supportive documentation. The Authority may request third party verification to verify the need for a waiver.

If a waiver is granted, the Authority will increase the subsidy size appropriately.

These are the only three cases in which a waiver may be granted. All other families will be assigned a bedroom size based on the subsidy standards above.

4.7 UNIT SIZE APPROVAL

- A. Under the Voucher Program, no unit shall be disapproved on the sole ground that it is too large for the family.

- B. The family may rent a smaller bedroom size unit, provided that the unit meets Housing Quality Standards (HQS) guidelines. In the event that a smaller bedroom size unit is selected the maximum subsidy standards are:

Number of Bedrooms	HQS Maximum Family Size
SRO	1
0	1
1	4
2	6
3	8
4	10
5	12
6	14
7	16
8	18

4.8 EFFECT OF SUBSIDY SIZE ON BENEFIT PAYMENT STANDARD

The family unit size, chosen by using the Authority's subsidy standard, is used to determine the maximum Voucher rent subsidy. The payment standard for a family is the lower of:

- A. The payment standard amount for the family unit size; or
- B. The payment standard amount for the actual unit size rented by the family.

5.0 DETERMINATION OF FAMILY INCOME

To determine annual income, the Oakland Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Oakland Housing Authority subtracts out allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

5.1 ANNUAL INCOME

A. Annual income means all amounts, monetary or not, that:

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
3. Are not specifically excluded from annual income.

B. Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the

greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
6. Welfare assistance.
 - a. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
 - b. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted.
7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

5.2 *INCOME EXCLUSIONS*

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- D. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
 - 1. Amounts received under training programs funded by HUD;
 - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
 - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;

5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring, or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

- a. The value of the allotment of food stamps
- b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
- c. Payments received under the Alaska Native Claims Settlement Act
- d. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes

- e. Payments made under HHS's Low-Income Energy Assistance Program
- f. Payments received under the Job Training Partnership Act
- g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
- h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
- i. Amount of scholarships awarded under Title IV including Work-Study
- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement
- l. Payments received under the Maine Indian Claims Act
- m. The value of child care under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the AmeriCorps Program

5.3 *INCOME DEDUCTIONS*

The following deductions will be made from annual income:

- A. Dependent Allowance: \$480 for family member (other than the head or spouse) who are minors, and for family members who are 18 and older who are full-time students or disabled.
- B. Elderly/Disabled Allowance: \$400 per family for families whose head or spouse is 62 or over or disabled.
- C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.
- D. For any elderly or disabled family:

1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
 2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
 1. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.
- E. Child Reasonable childcare expenses when the care allows a family member to be employed or further their education.

6.0 VERIFICATION

The Oakland Housing Authority will verify information related to waiting list preferences, eligibility, admission and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full time student status of family members 18 years of age and older, Social Security Numbers, citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

6.1 ACCEPTABLE VERIFICATION

Age, relationship, U.S. citizenship, and Social Security Numbers will generally be verified with documentation provided by the family.

Other information will be verified by third party verification. This type of verification includes written documentation. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Oakland Housing Authority or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name date of contact, amount received, etc.

When third party verification cannot be obtained, the Oakland Housing Authority will accept documentation received from the applicant/participant. Hand-carried documentation will be accepted if the Oakland Housing Authority has been unable to obtain third party verification in a four week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the Oakland Housing Authority will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

6.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the Oakland Housing Authority will send a request form to the source along with a release form signed by the applicant/participant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
General Eligibility Items		
Birth Certificate	Letter from City/County of Birth	Birth Certificate
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	Letter from City/County of Birth	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if over age 18)	Letter from school verifying enrollment for the required number of units to qualify as a full time student. For continuing students, proof that full time status was maintained at the end of the prior semester or quarter.	For high school students, any document evidencing enrollment.
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment

Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc	Letter from institution	Tax return, most current statement showing interest earned, information brochure, the CD, the bond,
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence

Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree, DA's payment report
Periodic payments (i.e., social security, welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> - whether enrolled - whether training is HUD-funded - whether State or local program - whether it is employment training - whether payments are for out-of-pocket expenses incurred in order to participate in a program 	N/A

6.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/ eligible noncitizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. (They will be required to show proof of their status by such means as birth certificate, military ID or military DD 214 Form.)

Prior to being admitted or at the first reexamination, all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age. All eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Oakland Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Oakland Housing Authority also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Oakland Housing Authority will mail information to the INS so a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals or eligible noncitizens, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this Section, the family's admission will be denied.

The family's assistance will not be denied, delayed, reduced or terminated because of a delay in the process of determining eligible status under this Section, except to the extent that the delay is caused by the family.

If the Oakland Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

6.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member who has a Social Security Number and who is at least six years of age must provide verification of his or her Social Security Number. New family members at least six years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the Oakland Housing Authority will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security Number they will be required to sign a statement to this effect. The Oakland Housing Authority will not require any individual who does not have a Social Security Number to obtain a Social Security Number.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.

If a member of a tenant family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall up to 60 days to provide the verification. If the individual is at least 62 years of age, they will be given 120 days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

6.5 *TIMING OF VERIFICATION*

Verification must be dated within 60 days of certification or reexamination.

When an interim reexamination is conducted, the Housing Authority will verify and update only those elements reported to have changed.

6.6 *FREQUENCY OF OBTAINING VERIFICATION*

For each family member, citizenship/eligible noncitizen status will be verified **only once**. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

For each family member age 6 and above, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

7.0 RENT AND HOUSING ASSISTANCE PAYMENT

7.1 GENERAL

After October 1, 1999, the Oakland Housing Authority will issue only vouchers to applicants, movers, and families entering the jurisdiction through portability. Certificates currently held will continue to be honored until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete (see Section 17.0 for additional guidance).

7.2 RENT REASONABLENESS

The Housing Authority will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

- A. Before any increase in rent to owner is approved;
- B. If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and
- C. If the Housing Authority or HUD directs that reasonableness be re-determined.

7.3 COMPARABILITY

In making a rent reasonableness determination, the Housing Authority will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The Housing Authority will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units.

The Housing Authority will maintain current survey information on rental units in the jurisdiction. The data is updated on an ongoing basis and owners are invited to submit information to the survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the Housing Authority to establish a higher value.

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

7.4 MAXIMUM SUBSIDY

The Fair Market Rent (FMR) published by HUD or the exception payment standard rent (if requested by the Oakland Housing Authority and approved by HUD) determines the maximum subsidy for a family.

For a regular tenancy under the Certificate Program, the FMR/exception rent limit is the maximum initial gross rent under the assisted lease. This only applies until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete.

For the Voucher Program, the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

For a voucher tenancy in an insured or noninsured 236 project, a 515 project of the Rural Development Administration, or a Section 221(d)(3) below market interest rate project the payment standard may not exceed the basic rent charged including the cost of tenant-paid utilities.

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR 982.888.

7.5 *SETTING THE PAYMENT STANDARD*

HUD requires that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR. The Oakland Housing Authority will review its determination of the payment standard periodically after publication of the FMRs. The Oakland Housing Authority will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

Subject to approval by the HUD Field Office, the Oakland Housing Authority may establish a higher payment standard above 110% of FMR to 120% of the FMR if required as a reasonable accommodation for a family that includes a person with disabilities.

Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the Housing Authority may reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one bedroom size may increase or decrease while another remains unchanged. The Oakland Housing Authority may consider adjusting payment standards at times other than the annual review when circumstances warrant.

Before increasing any payment standard, the Housing Authority will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds, are budgeted and available from HUD to assist families in the program.

7.6 *SELECTING THE CORRECT PAYMENT STANDARD*

- A. For the voucher tenancy, the payment standard for a family is the lower of:
 - 1. The payment standard for the family unit size; or
 - 2. The payment standard for the unit size rented by the family.
- B. If the unit rented by a family is located in an exception rent area, the Housing Authority will use the appropriate payment standard for the exception rent area.
- C. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:
 - 1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or
 - 2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.
- E. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.

7.7 *AREA EXCEPTION RENTS*

In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, the Housing Authority may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The Housing Authority may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types.

When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time as the Housing Authority requests and HUD approves a higher exception payment standard rent. If the FMR decreases, the exception payment standard rent authority automatically expires.

7.8 ASSISTANCE AND RENT FORMULAS

A. Total Tenant Payment

The total tenant payment is equal to the highest of:

1. 10% of monthly income
2. 30% of adjusted monthly income
3. Minimum rent
4. The welfare rent

Plus any rent above the payment standard.

B. Minimum Rent.

The Oakland Housing Authority has set the minimum rent as \$25.00. The family shall be notified of their right to request a hardship exemption when the minimum rent is imposed, and after each subsequent notice following reexamination of income. If the family requests a hardship exemption, the Oakland Housing Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:
 - a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program, including a family that includes a family member who is an alien lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
 - b. When the family would be evicted as a result of the imposition of the minimum rent requirement;
 - c. When the income of the family has decreased because of changed circumstances, including loss of employment;

- d. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
 - e. When a death has occurred in the family.
- 2. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.
- 3. Temporary hardship. If the Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.
- 4. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- 5. Appeals. The family may use the informal hearing procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

C. Section 8 Merged Housing Choice Vouchers

- 1. The payment standard is set by the Housing Authority between 90% and 110% of the FMR or higher or lower with HUD approval.
- 2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.

3. For a Housing Choice New Lease, the family share of gross rent must not exceed 40% of Monthly Adjusted Income (MAI) if the gross rent for the unit exceeds the applicable payment standard.

The 40% initial rent burden, does not apply if:

- a) The initial gross rent for the unit is below the Payment Standard
- b) The family is newly admitted from eligibility and renting in place

Refer to Section 17.0 for transition of pre-merger HAP contract to housing choice

D. Section 8 Preservation Vouchers

1. Payment Standard

- a. The payment standard is the lower of:
 - i. The payment standard amount for the appropriate family unit size; or
 - ii. The payment standard amount for the size of the dwelling unit actually rented by the family.
- b. If the dwelling unit is located in an exception area, the Oakland Housing Authority will use the appropriate payment standard for the exception area.
- c. During the HAP contract term, the payment standard for the family is the higher of :
 - i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) or (1)(b) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or
 - ii. The payment standard as determined in accordance with paragraph (1)(a) or (1)(b) of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- d. At the next regular reexamination following a change in family composition that causes a change in family unit size during the

HAP contract term, and for any examination thereafter during the term:

- i. Paragraph (c)(i) of this section does not apply; and
 - ii. The new family unit size must be used to determine the payment standard.
2. The Oakland Housing Authority will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:
 - a. The payment standard minus the total tenant payment; or
 - b. The gross rent minus the total tenant payment.

E. Manufactured Home Space Rental: Section 8 Vouchers

1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.
2. The space rent is the sum of the following as determined by the Housing Authority:
 - a. Rent to the owner for the manufactured home space;
 - b. Owner maintenance and management charges for the space; and
 - c. Utility allowance for tenant paid utilities.
3. The participant pays the rent to owner less the HAP.
4. HAP equals the lesser of:
 - a. The payment standard minus the total tenant payment; or
 - b. The rent paid for rental of the real property on which the manufactured home owned by the family is located.

F. Rent for Families under the Noncitizen Rule

A mixed family will receive full continuation of assistance if all of the following conditions are met:

1. The family was receiving assistance on June 19, 1995;

2. The family was granted continuation of assistance before November 29, 1996;
3. The family's head or spouse has eligible immigration status; and
4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. The Oakland Housing Authority will grant each family a period of 6 months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Oakland Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

1. Find the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.
2. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).
3. The prorated tenant rent equals the prorated family share minus the full utility allowance.

7.9 UTILITY ALLOWANCE

The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the Housing Authority uses normal patterns of consumption for the community as a whole and current utility rates.

The Housing Authority reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with the Leased Housing Department.

The Housing Authority uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the Housing Authority subsidy standards).

At each reexamination, the Housing Authority applies the utility allowance from the most current utility allowance schedule.

The Housing Authority will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

7.10 *DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT*

The Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made when due, the owner may charge the Oakland Housing Authority a late payment in accordance with generally accepted practices in the Oakland jurisdiction.

7.11 *CHANGE OF OWNERSHIP*

The Oakland Housing Authority requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the Oakland Housing Authority's rent payment or the address as to where the rent payment should be sent.

In addition, the Oakland Housing Authority requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

- A. Verification of ownership such as Deed of Trust showing the transfer of title; Grant Deed; contract of sale; and
- B. Tax Identification Number or Social Security Number.

The Oakland Housing Authority may withhold the rent payment until the taxpayer identification number is received.

8.0 INSPECTIONS

The Oakland Housing Authority will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Existing Program unless and until HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS.

The Oakland Housing Authority must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. For the annual HQS inspection the family and owner will be notified of the appointment by first class mail. Oakland Housing Authority generally conducts the annual unit HQS inspection concurrently with the family annual reexamination in accordance with section 9.1. If the family can not be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, the Oakland Housing Authority will only schedule one more inspection. If the family misses two inspections, the Oakland Housing Authority will consider the family to have violated a Family Obligation and their assistance may be terminated.

8.1 TYPES OF INSPECTIONS

There are seven types of inspections the Oakland Housing Authority will perform:

- A. Initial Inspection - An inspection that must take place to insure that the unit passes HQS before assistance can begin.
- B. Annual Inspection - An inspection to determine that the unit continues to meet HQS.
- C. Complaint Inspection - An inspection caused by the Authority receiving a complaint on the unit by anyone.
- D. Special Inspection - An inspection caused by a third party, i.e. HUD, needing to view the unit.
- E. Emergency - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.
- F. Damage or Move Out Inspection (if applicable) - An inspection at the landlords request, to document the condition of a unit at the time the tenant vacates the unit, and where a claim provision exist in the HAP contract.

- G. Quality Control Inspection – An inspections conducted by staff other than the regularly assigned inspector or on a random basis to meet HUD guidelines.

8.2 OWNER AND FAMILY RESPONSIBILITY

A. Owner Responsibility for HQS

1. The owner must maintain the unit in accordance with HQS.
2. If the owner fails to maintain the dwelling unit in accordance with HQS, the Oakland Housing Authority will take prompt and vigorous action to enforce the owner obligations. The Oakland Housing Authority's remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.
3. The Oakland Housing Authority will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the Oakland Housing Authority and the Oakland Housing Authority verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days (or any Oakland Housing Authority approved extension).
4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, the Oakland Housing Authority may terminate assistance to a family because of the HQS breach caused by the family.

B. Family Responsibility for HQS

1. The family is responsible for a breach of the HQS that is caused by any of the following:
 - a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
 - b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
 - c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
 - d. The Family fails to maintain the unit in decent, safe, and sanitary condition.

2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any Oakland Housing Authority approved extension).
3. If the family has caused a breach of the HQS, the Oakland Housing Authority will take prompt and vigorous action to enforce the family obligations. The Oakland Housing Authority may terminate assistance for the family in accordance with 24 CFR 982.552.

8.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards:

A. Sanitary Facilities

1. Performance Requirements

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

2. Acceptability Criteria

- a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.
- b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
- c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.
- d. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

B. Food Preparation and Refuse Disposal

1. Performance Requirements

- a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.

- b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

2. Acceptability Criteria

- a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.
- b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
- c. The dwelling unit must have space for the storage, preparation, and serving of food.
- d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and security

1. Performance Requirement

The dwelling unit must provide adequate space and security for the family.

2. Acceptability Criteria

- a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- b. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. The minimum size requirement for a living/sleeping room is 70 sq. feet.
- c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

- d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

D. Thermal Environment

1. Performance Requirement

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

2. Acceptability Criteria

- a. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.
- b. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

E. Illumination and Electricity

1. Performance Requirement

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

2. Acceptability Criteria

- a. There must be at least one window in the living room and in each sleeping room.
- b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.
- c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent

overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

F. Structure and Materials

1. Performance Requirement

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

2. Acceptability Criteria

- a. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
- b. The roof must be structurally sound and weather tight.
- c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.
- d. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.
- e. Elevators must be working and safe.

G. Interior Air Quality

1. Performance Requirement

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

2. Acceptability Criteria

- a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
- b. There must be adequate air circulation in the dwelling unit.

- c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.
- d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

H. Water Supply

1. Performance Requirements

The water supply must be free from contamination.

2. Acceptability Criteria

The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

I. Lead-based Paint

1. Definitions

- a. Chewable surface: Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.
- b. Component: An element of a residential structure identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an exterior wall.
- c. Defective paint surface: A surface on which the paint is cracking, scaling, chipping, peeling, or loose.
- d. Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.
- e. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.
- f. Lead-based paint: A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1

milligram per centimeter squared (mg/cm²), or 0.5 % by weight or 5000 parts per million (PPM).

2. Performance Requirements

- a. The purpose of this paragraph of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning for units assisted under this part. This paragraph is issued under 24 CFR 35.24(b)(4) and supersedes, for all housing to which it applies, the requirements of subpart C of 24 CFR part 35.
- b. The requirements of this paragraph of this Section do not apply to Single Room Occupancy (SRO); 0-bedroom units; units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.
- c. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part), must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph k of this Section.
- d. The Housing Authority may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph 1(f) of this Section. For purposes of this Section, a qualified lead-based paint inspector is a State or local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.
- e. Treatment of defective paint surfaces required under this Section must be completed within 30 calendar days of Housing Authority notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces within the 30-day period, treatment as required by paragraph k of this Section may be delayed for a reasonable time.
- f. The requirements in this paragraph apply to:
 - i. All painted interior surfaces within the unit (including ceilings but excluding furniture);

- ii. The entrance and hallway providing access to a unit in a multi-unit building; and
 - iii. Exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
- g. In addition to the requirements of paragraph c of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.
- h. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph k of this Section is required, and treatment shall be completed within the time limits in paragraph c of this Section.
- i. The requirements in paragraph g of this Section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age:
 - i. Within the unit;
 - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
 - iii. Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
- j. In lieu of the procedures set forth in paragraph g of this Section, the housing authority may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior

chewable surfaces in accordance with the methods set out in paragraph k of this Section.

- k. Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:
 - i. A defective paint surface shall be treated if the total area of defective paint on a component is:
 - (1) More than 10 square feet on an exterior wall;
 - (2) More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls;
 - (3) More than 10% of the total surface area on an interior or exterior component with a small surface area, including, but not limited to, windowsills, baseboards and trim.
 - ii. Acceptable methods of treatment are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydroblasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.
 - iii. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydroblasting or high pressure wash, and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.
 - iv. During exterior treatment soil and playground equipment must be protected from contamination.

- v. All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.
- vi. Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.
- l. The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.
- m. Prior to execution of the HAP contract, the owner must inform the Housing Authority and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.
- n. The Housing Authority must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this part. If a match occurs, the Housing Authority must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, the Housing Authority must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a certificate or voucher to move.
- o. The Housing Authority must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the Housing Authority must keep the test results indefinitely and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested or tested and treated in accordance with the standards prescribed in this Section, such chewable surfaces do not have to be tested or treated at any subsequent time.
- p. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

J. Access

1. Performance Requirements

The dwelling unit must accessible and be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

K. Site and Neighborhood

1. Performance Requirements

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

2. Acceptability Criteria

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

L. Sanitary Condition

1. Performance Requirements

The dwelling unit and its equipment must be in sanitary condition.

2. Acceptability Criteria

The dwelling unit and its equipment must be free of vermin and rodent infestation.

M. Smoke Detectors

1. Performance Requirements

- a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and

unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

- b. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993, in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

8.4 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA

The Oakland Housing Authority will utilize the acceptability criteria as outlined above with applicable State and local codes. Additionally, the Oakland Housing Authority has received HUD approval to require the following additional criteria:

- A. In each room used for living/sleeping, there will be at least one exterior window that can be opened and that contains a screen.
- B. Owners will be required to scrape peeling paint and repaint all surfaces cited for peeling paint with 2 coats of non-lead paint. An extension may be granted as a severe weather related item as defined below.
- C. Adequate heat shall be considered to be 68 degrees.
- D. In units where the tenant must pay for utilities, each unit **must** have separate metering device(s) for measuring utility consumption and direct billing by the utility service provider.
- E. A ¾" overflow pipe must be present on the hot water heater safety valves and installed down to within 6 inches of the floor.
- E. Where window security bars are present in rooms used for living/sleeping, there must be at least one release mechanism in good working order in each room. Owners will be referred to the City of Oakland's Fire Prevention Bureau for additional requirements and further guidance.
- F. The address of the unit must be clearly displayed.

G. Each bedroom must have a closet

H. Portable electric space heaters may be used as a supplemental heat source.

8.5 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS

- A. HQS Fail Items for an Initial Inspection to approve a unit before assistance can begin.

The Oakland Housing Authority will schedule an inspection of the unit at a date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter upon receipt of a completed Request for Lease Approval. The owner and participant will be notified in writing of the results of the inspection. If the unit fails HQS, the owner and the participant will be advised to notify the Oakland Housing Authority to schedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements. The Oakland Housing Authority shall limit the number of re-inspections to two.

- B. HQS Fail Items for Units under Contract

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item list below), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s).

If the owner fails to correct the HQS failed items after written notification has been given, the Oakland Housing Authority will abate payment and may terminate the contract in accordance with Sections 8.7 and 12.2(B)(3).

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, the Oakland Housing Authority will terminate assistance for the family in accordance with Sections 8.2(B) and 12.2(B)(3).

- C. Time Frames for Corrections

1. Emergency repair items must be corrected within 24 hours of notice from the Authority.

2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be completed within 72 hours of notice from the Authority.
3. Non-emergency items must be completed within 30 days of the initial inspection.
4. For major repairs, the Oakland Housing Authority may approve an extension beyond 30 days.

D. Extensions

At the sole discretion of the Oakland Housing Authority, extensions of up to 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 60 days after the initial inspection date, the Oakland Housing Authority may abate the Housing Assistance Payment (HAP) and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, sidewalks, or in cases where parts or specialized labor is not available.

8.6 EMERGENCY FAIL ITEMS

The following items are to be considered examples of emergency items that need to be abated within 24 hours:

- A. No hot or cold water
- B. No electricity
- C. Inability to maintain adequate heat
- D. Major plumbing leak
- E. Natural gas leak
- F. Broken lock(s) on first floor doors or windows
- G. Broken windows that unduly allow weather elements into the unit
- H. Electrical outlet smoking or sparking
- I. Exposed electrical wires which could result in shock or fire

- J. Unusable toilet when only one toilet is present in the unit
- K. Security risks such as broken doors or windows that would allow intrusion
- L. Other conditions which pose an immediate threat to health or safety

8.7 ABATEMENT

When a unit fails to meet HQS and the owner has been given proper notification and opportunity to correct the deficiencies, but has failed to do so within the required timeframe, the Housing Assistance Payment (HAP) for the dwelling unit will be abated. No Housing Assistance Payment (HAP) will be paid to the landlord for the period the unit remains out of HQS compliance.

If the deficiencies are corrected within the abatement period and prior to HAP contract termination, the Oakland Housing Authority will end the abatement the day the unit passes inspection. Housing Assistance Payments (HAP) will resume the following day and be paid the first day of the next month.

For tenant caused HQS deficiencies, the owner will not be held accountable and the Housing Assistance Payment (HAP) will not be abated. The tenant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, the Oakland Housing Authority will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.

9.0 RECERTIFICATION

9.1 ANNUAL REEXAMINATION

At least annually the Oakland Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

The Oakland Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination and to schedule an appointment. The Oakland Housing Authority generally conducts annual reexaminations concurrently with the annual unit HQS inspection in accordance with section 8.0 if this plan. The letter includes instructions for the family to obtain in advance of the appointment and the necessary documents to complete the recertification. The family may contact staff and request that the appointment be rescheduled in the event of an emergency or as a reasonable accommodation.

During the recertification appointment, the family will provide all information regarding income, assets, expenses, third party verifications and all other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later may be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Oakland Housing Authority will re-determine the family's annual income and will calculate their family share.

9.2 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATION

The new family share will generally be effective upon the anniversary date with 30 days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any increase in the family portion of rent will be effective the 1st of the month following at least 30 days notice to the family. If the new rent is a reduction in the family portions of rent, and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

9.3 MISSED APPOINTMENTS

If the family fails to respond to the appointment letter and fails to be present at the reexamination/unit inspection appointment, a second letter will be mailed. A second notice will advise the family of a new time and date for the reexamination/unit

inspection. The letter will also advise that failure by the family to be present at the second scheduled appointment will result in the Oakland Housing Authority taking action to terminate the family's assistance.

9.4 INTERIM REEXAMINATIONS

During an interim reexamination only the information affected by the changes being reported will be reviewed and verified.

Families will not be required to report any increase in income or decreases in allowable expenses between annual reexaminations.

Families are required to report the following changes to the Oakland Housing Authority between regular reexaminations. These changes will trigger an interim reexamination.

A. The addition of a household member.

1. The addition of family members through birth, adoption or court-awarded custody of a child is not subject to approval by the Housing Authority. Participants must inform the Housing Authority within two weeks of any such addition, however, or they will be in violation of the Family Obligations.

The Oakland Housing Authority will automatically allow the addition of a family member through marriage only in cases where the new family member passes the Authority's standard applicant screening and if the owner has also given written permission to add the new member to the lease. In the case of same-sex relationships, the Housing Authority will allow the addition of a significant other if a committed relationship can be demonstrated. In either instance, participants must also inform the Housing Authority within two weeks of any such addition, or they will be in violation of the Family Obligations.

The Housing Authority's approval must be received to add any other persons (including family members, boyfriends/girlfriends of the Head of Household and foster children) as occupants of the unit. The family must request to add new members in writing. Before a new member is added to the family, they must provide all information required of an applicant (e.g., income, citizenship status, social security number, etc.) and have this information verified. The proposed new family member must also undergo the criminal screening process for applicants. The owner must give written permission to add the new member to the lease. Written approval from the landlord must be obtained before the individual can be added to an existing lease.

Family additions are at the Housing Authority's discretion. In cases where the addition of a family member(s) would increase the existing subsidy size, the added family member(s) can only be a minor or a disabled or elderly adult with no other means of obtaining affordable and safe housing. The family does not have the right for an informal hearing if the Housing Authority does not approve the addition of a family member.

If the individual is found to be eligible and passes the criminal screening criteria, the effective date of the new rent will be in accord with paragraph 9.6 below. Rules governing the addition of live-in aides are covered elsewhere.

- B. A household member is leaving or has left the family unit. The family must provide the following information to the Housing Authority, in writing, within two weeks of the date the individual left the household:

1. The date the family member moved out;
2. The new address, if known, of the family member;
3. A statement as to whether the family member is temporarily or permanently absent.

- C. Family break-up

When a family separates, the head of household has the option of relinquishing assistance to any remaining, adult family member. If there is a dispute as to which member or members of the family should continue receiving Section 8 assistance, and there is no court order allocating the Section 8 assistance, the Oakland Housing Authority will use the priority list detailed below to allocate the assistance. The member or members who qualify for the highest priority will be assigned the assistance. The Housing Authority's priorities, in order of primacy, are:

- A. Victims of actual or threatened physical violence where that violence is a contributing cause of the household's breakup. This priority applies regardless of whether or not the victim of domestic violence remains in the Section 8 unit occupied by the household.
- B. The adult member of the household who retains primary physical custody of the majority of the household's minor children.
- C. The adult member of the household who originally received the assistance if another adult was later added to the household.
- D. The adult member of the household who is elderly and/or disabled.

As an example, if the family is splitting into two groups and one group is eligible for priority B and the other for priority C, the group eligible for priority B will receive the assistance.

Additionally, if the only remaining members of the household are all minors (due to a parent's death for example), the Section 8 assistance may be allocated to a non-household member (such as a parent who was not part of the household or a grandparent) at the Housing Authority's discretion. The non-household member must have legal custody of the children.

If the priorities listed above cannot be used to allocate the assistance, the allocation will be based on an evaluation of reasons advanced by each party requesting the assistance. In the case of choosing to allocate the assistance to two or more adults who qualify under category d, assistance will be allocated based on need. In no case will more than one voucher be allocated to household members that split apart.

VERIFICATION OF PRIORITY IN ALLOCATION

The Housing Authority will require the participant to verify their claim to priority in the allocation of Section 8 assistance by providing relevant documents, professional opinions from unbiased third parties, etc.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the Oakland Housing Authority will be bound by the court's determination of which family members continue to receive assistance in the program.

Because of the number of possible different circumstances in which a determination will have to be made, the Oakland Housing Authority will make determinations on a case-by-case basis. The family member requesting the determination may also request an informal hearing in accordance with the informal hearing procedure in Section 12.3.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Oakland Housing Authority will take timely action to process the interim reexamination and recalculate the family share.

9.5 *ABSENCE FROM THE UNIT*

Families are considered absent when no member of the family is residing in their unit. The Oakland Housing Authority may use utility bills, statements from neighbors and landlords, visits to the unit, postal records, letters and any other appropriate methods to determine whether the family is absent. Families who are absent from their units for 60

or more consecutive days without good cause (see below) will have their housing assistance payments terminated.

Families who know, or believe, that they are going to be absent from their unit for more than 60 consecutive days must inform the Housing Authority within two weeks of the absence, or as early as can be reasonably expected in cases of emergency. The Housing Authority will determine whether adequate notice was given on a case-by-case basis.

The Authority may continue making housing assistance payments for up to 180 days for families who will be absent from their units for good cause, such as long-term hospitalization. Even with good cause, housing assistance payments must cease after 180 days. The Housing Authority will require verification of cause.

The Housing Authority will not grant an extension in cases where good cause is not shown, such as a vacation. Unless a family can prove extenuating circumstances, the Authority will also not grant an extension to families with good cause who did not inform the Agency that they would be absent from their unit for more than 60 consecutive days.

Except in cases where the family can show both good cause and extreme circumstance (such as hospitalization for more than 180 consecutive days), a family whose housing assistance payment has ceased, will be terminated from the Section 8 program. In cases where the family can show both good cause and extreme circumstance, the Housing Authority may allow the family to remain on the program even if their housing assistance payment has ceased. The family will be issued a new voucher, which will then be suspended for the appropriate period of time. To receive this allowance, the family must be able to show that there is a reasonable target date for their return. It is expected that this allowance will be granted very rarely, if at all.

Effect of Individual Members Absence on the Household

In cases where some adult members of the family will be absent for more than 60 days while others remain in the unit, the Housing Authority will recertify the remaining members. This may result in a smaller subsidy size being issued to the remaining members. In cases where the adult member(s) of a household are absent, while minors remain in the unit, the Housing Authority will follow the dictates of State and local law.

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the Housing Authority will seek advice from a reliable and qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be confined for more than 180 consecutive days, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently absent.

Full time students who attend school away from the home but live with the family during school recess will be considered temporarily absent from the household.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The Oakland Housing Authority will evaluate absences from the unit using this policy.

9.6 *SPECIAL REEXAMINATIONS*

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the Oakland Housing Authority may schedule special reexaminations every 60 days until the income stabilizes and an annual income can be determined.

9.7 *EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS*

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the 1st of the month following at least 30 days notice to the family. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

10.0 MOVES WITH CONTINUED ASSISTANCE

Participating families are allowed to move to another unit after their initial term has expired, if the landlord and the participant have mutually agreed to terminate the lease, or if the Housing Authority has terminated the HAP contract. The Oakland Housing Authority will issue the family a new voucher if the family does not owe the Oakland Housing Authority or any other Housing Authority money, has not violated a Family Obligation, has not moved or been issued a certificate or voucher within the last 12 months, and if the Oakland Housing Authority has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement will be waived.

10.1 *WHEN A FAMILY MAY MOVE*

For families already participating in the Certificate and Voucher Program, the Oakland Housing Authority will allow the family to move to a new unit if:

- A. The assisted lease for the old unit has terminated;
- B. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant; or
- C. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner).

10.2 *PROCEDURES REGARDING FAMILY MOVES*

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner's and the Oakland Housing Authority's approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give the Oakland Housing Authority a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to the Oakland Housing Authority will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease must mail the notice by certified mail or have the landlord or his agent sign a statement stating the date and time received. The family will be required to provide the certified mail receipt and a copy of the lease termination notice to the Oakland Housing Authority, or a copy of the lease termination notice and the signed statement stating the date and time the notice was received. If the

landlord or his/her agent does not accept the certified mail receipt, the family will be required to provide the receipt and envelope showing that the attempt was made.

Failure to follow the above procedures may subject the family to termination from the program.

10.3 PORTABILITY AND GENERAL POLICIES

A family whose head or spouse has a domicile (legal residence) in the jurisdiction of the Oakland Housing Authority at the time the family first submits its application for participation in the program to the Oakland Housing Authority may lease a unit anywhere in the jurisdiction of the Oakland Housing Authority or outside the Oakland Housing Authority jurisdiction as long as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit.

If the head or spouse of the assisted family does not have legal residence in the jurisdiction of the Oakland Housing Authority at the time of its application, the family will not have any right to lease a unit outside of the Oakland Housing Authority jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of the Oakland Housing Authority.

Families participating in the Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will the Oakland Housing Authority allow a participant to improperly break a lease. Under extraordinary circumstances the Oakland Housing Authority may consider allowing more than one move in a 12-month period.

Families may only move to a jurisdiction where a Section 8 Program is being administered.

If a family has moved out of their assisted unit in violation of the lease, the Oakland Housing Authority will not issue a voucher, and will terminate assistance in compliance with Section 12.2, Grounds for Termination of the Lease and Contract.

10.4 INCOME ELIGIBILITY

A. Admission

A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.

B. If a portable family is already a participant in the Initial Housing Authority's Voucher Program, income eligibility is not re-determined.

10.5 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY

- A. When a family utilizes portability to move to an area outside the Initial Housing Authority jurisdiction, another Housing Authority (the Receiving Housing Authority) must administer assistance for the family if that Housing Authority has a tenant-based program covering the area where the unit is located.
- B. A Housing Authority with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such housing authority, the Initial Housing Authority may choose which housing authority shall become the Receiving Housing Authority.

10.6 PORTABILITY ADMINISTRATION BY OAKLAND HOUSING AUTHORITY

- A. When the Oakland Housing Authority is the Initial Housing Authority:
 - 1. The Oakland Housing Authority will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.
 - 2. The Oakland Housing Authority will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).
 - 3. The Oakland Housing Authority will advise the family how to contact and request assistance from the Receiving Housing Authority.
 - 4. The Oakland Housing Authority will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family.
 - 5. The Oakland Housing Authority will immediately mail to the Receiving Housing Authority the most recent HUD Form 50058 (Family Report) for the family, and related verification information.
- B. When the Oakland Housing Authority is the Receiving Housing Authority:
 - 1. When the portable family requests assistance from the Oakland Housing Authority, the Oakland Housing Authority will within ten (10) calendar days inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family, or absorb the family into its own program. When the Oakland Housing Authority receives a portable family, the family will be absorbed if funds are available and a voucher will be issued.
 - 2. The Oakland Housing Authority will issue a voucher to the family. The term of the Oakland Housing Authority's voucher will not expire before

the expiration date of any Initial Housing Authority's voucher. The Oakland Housing Authority will determine whether to extend the voucher term. The family must submit a request for tenancy approval to the Oakland Housing Authority during the term of the Oakland Housing Authority's voucher.

3. The Oakland Housing Authority will determine the family unit size for the portable family. The family unit size is determined in accordance with the Oakland Housing Authority's subsidy standards.
4. The Oakland Housing Authority will within ten (10) calendar days notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.
5. If the Oakland Housing Authority opts to conduct a new reexamination, the Oakland Housing Authority will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.
6. In order to provide tenant-based assistance for portable families, the Oakland Housing Authority will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or the Oakland Housing Authority may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.

C. Absorption by the Oakland Housing Authority

1. If funding is available under the consolidated ACC for the Oakland Housing Authority's Voucher Program when the portable family is received, the Oakland Housing Authority will absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for the Oakland Housing Authority's Tenant-Based Program.

D. Portability Billing

1. To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:
 - a. As the Initial Housing Authority, the Oakland Housing Authority will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the

Receiving Housing Authority for the portable family. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.

- b. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority. If both Housing Authorities agree, we may negotiate a different amount of reimbursement.

E. When a Portable Family Moves

When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

11.0 OWNER CLAIMS FOR DAMAGES, UNPAID RENT, AND VACANCY LOSS AND PARTICIPANT'S ENSUING RESPONSIBILITIES

This Section only applies to Housing Assistance Payment (HAP) contracts with a lease start date prior to July 1, 1996 and have a damage claim provision. Certificates have a provision for damages, unpaid rent, and vacancy loss. Vouchers have a provision for damages and unpaid rent. No vacancy loss is paid on vouchers. No claim for damages will be processed unless the Oakland Housing Authority has performed a damage inspection. Either the tenant or the owner can request a damage inspection. Ultimately, it is the owner's responsibility to request the damage inspection if he/she believes there may be a claim.

Damage claims are limited in the following manner:

- A. In the Certificate Program, owners are allowed to claim up to two (2) months contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease.
- B. In the Voucher Program, owners are allowed to claim up to one (1) month contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease. There will be no payment for vacancy losses under the Voucher Program.

11.1 OWNER CLAIMS

In accordance with the HAP contract claim provision, owners can also make a claims for unpaid rent, and vacancy loss (vacancy loss can not be claimed for vouchers) after the tenant has vacated or a proper eviction proceeding has been conducted. In the case of an eviction, court cost and filing fees may be claimed, but attorney fees may not.

Owner claims for damages, unpaid rent, and vacancy loss are reviewed for accuracy and completeness. Claims are then compared to the initial and damage inspections to determine if an actual claim is warranted. No claim will be paid for normal wear and tear. Unpaid utility bills are not an eligible claim item.

The Oakland Housing Authority will make payments to owners for approved claims. It should be noted that the tenant is ultimately responsible for any damages, unpaid rent, and vacancy loss paid to the owner and will be held responsible to repay the Oakland Housing Authority to remain eligible for the Section 8 Program.

Actual bills, receipts, and cancelled checks for repairs, materials, and labor must support claims for damages. The Oakland Housing Authority will develop a list of reasonable costs and charges for items routinely included on damage claims. This list will be used as a guide.

Owners can claim unpaid rent owned by the tenant during the tenants occupancy of the unit but no later than the date of HAP contract termination.

In the Certificate Program, owners can claim for a vacancy loss as outlined in the HAP contract. In order to claim a vacancy loss, the owner must notify the Oakland Housing Authority immediately upon learning of the vacancy or suspected vacancy. The owner must make a good faith effort to rent the unit as quickly as possible to another renter.

All claims and supporting documentation under this Section must be submitted to the Oakland Housing Authority within ninety (90) days of the HAP contract cancellation date. Any reimbursement shall be applied first towards any unpaid rent. No reimbursement may be claimed for unpaid rent for the period after the family vacates the unit.

11.2 PARTICIPANT RESPONSIBILITIES

If a damage claim or unpaid rent claim has been paid to an owner, the participant is responsible for repaying the amount to the Oakland Housing Authority. This shall be done by either paying the full amount due immediately upon the Oakland Housing Authority requesting it or through a Repayment Agreement that is approved by the Oakland Housing Authority.

11.3 REPAYMENT AGREEMENTS

WHEN A REPAYMENT AGREEMENT WILL BE REQUIRED

A Section 8 participant will be required to enter into a repayment agreement with the Oakland Housing Authority if the family either:

- A. Currently owes rent or other amounts to the Housing Authority or another housing authority in connection with Section 8 or public housing assistance under the 1937 Act and the amount owed is less than \$6,000; or
- B. Has not reimbursed any housing authority for amounts paid to an owner under a HAP contract for rent, damages to the unit or other amounts owed by the family under the lease and the amount owed is less than \$6,000;

If the amount owed is greater than \$6,000, then a repayment agreement may only be entered into with the Executive Director or Deputy Director's approval. If such an agreement is not approved, then the participant's assistance will be terminated and the Oakland Housing Authority may seek repayment in another manner.

TERMS OF THE REPAYMENT AGREEMENT

The length of the repayment agreement is determined by the amount of debt owed as follows:

Amount Owed	Repayment Term
≤ \$750	6 months
\$751 - \$1,600	1 year
\$1,601 - \$3,000	2 years
\$3,001 - \$6,000	3 years

The agreement shall require the participant to make an initial minimum payment of 20% of the total amount owed on the 7th of the second month following the date of the repayment agreement (e.g., the 20% payment on a repayment agreement dated April 15th would be due June 7th). Subsequent payments are due, in full, each month thereafter on the 7th of the month until the balance owed reaches \$0. Failure to pay the balance due by the 14th of the month will result in the account being considered delinquent. Participants who are delinquent more than twice during the term of the repayment agreement will have their Section 8 assistance terminated.

All moneys owed to the Housing Authority must be paid by the final due date on the repayment agreement. If the debt is not repaid in full by the final due date, then the participant's assistance will be terminated.

The Executive Director or Deputy Director must approve any exceptions to these guidelines.

DEBTS OWED BY APPLICANTS TO ANY HOUSING AUTHORITY

If it is determined during the verification process, or prior, that any member of the applicant's family owes any Housing Authority money, then the applicant will be given 60 days to repay the debt in full. At its discretion, the Oakland Housing Authority may continue verification of the family's eligibility, but will not allow the applicant to attend a briefing until the debt has been repaid in full. If the applicant fails to repay the debt in full before the 60-day limit expires, then the applicant's Section 8 assistance will be denied.

12.0 TERMINATIONS

12.1 *TERMINATION OF ASSISTANCE TO FAMILY*

The Housing Authority may at any time terminate program assistance for a participant, because of any of the actions or inaction by the household:

- A. If the family violates any family obligations under the program.
- B. If a family member fails to sign and submit consent forms.
- C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the Oakland Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.
- D. If any member of the family has ever been evicted from public housing.
- E. If the Housing Authority has ever terminated assistance under the Certificate or Voucher Program for any member of the family.
- F. If any member of the family commits drug-related criminal activity, or violent criminal activity.
- G. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.
- H. If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.
- I. If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- J. If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority. (The Housing Authority, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. The Housing Authority may prescribe the terms of the agreement.)

- K. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.
- L. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.
- N. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the Oakland Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

12.2 TERMINATION OF THE TENANCY

The term of the lease and the term of the Housing Assistance Payment (HAP) contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by the Oakland Housing Authority. Under some circumstances the contract automatically terminates.

The initial term of the lease will normally be for one year. The Oakland Housing Authority will allow a shorter initial term only in cases in which doing so would provide improved housing opportunities for the tenant and in which it can be demonstrated that such shorter term is the prevailing market practice. The tenancy will continue in accord with the lease and contract after the initial term.

A. Termination of the lease

1. By the family

The family may terminate the lease in accord with the terms set therein and in the tenancy addendum. The family must give proper notice to both the owner and the Housing Authority prior to moving out of the unit. A copy of the notice given to the owner must be provided to the Housing Authority at the same time. Failure to meet any of these conditions is considered a breach of the Section 8 program's family obligations.

2. By the owner.

a. The owner may not terminate the lease except for:

- i. Serious or repeated violations of the terms or conditions of the lease;

- ii. Violation of federal, State, or local law that impose obligations on the tenant in connection with the occupancy or use of the unit and its premises;
 - iii. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents committed by a household member, a guest, or another person under the control of the tenant;
 - iv. Any drug-related criminal activity on or near the premises committed by a household member, a guest, or another person under the control of the tenant;
 - v. Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
 - vi. Other good cause. Other good cause may include, but is not limited to:
 - (1) Failure by the family to accept the offer of a new lease;
 - (2) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;
 - (3) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.
- b. During the initial term the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.
 - c. The owner may only evict the tenant by instituting a court action. The owner must give the Oakland Housing Authority a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.
 - d. The owner may terminate the lease any time after the end of the initial lease term, without cause by providing appropriate notice to the family as required by state and local law that the tenancy will not be renewed.

3. Termination of the Lease by mutual agreement

The family and the owner may at any time mutually agree to terminate the lease.

B. Termination of the Contract

1. Automatic Termination of the Contract

- a. If the Oakland Housing Authority terminates assistance to the family, the contract terminates automatically.
- b. If the family moves out of the unit, the contract terminates automatically.
- c. The contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

2. Termination of the contract by the owner

The owner may only terminate tenancy in accordance with the lease and State and local law.

3. Termination of the HAP contract by the Oakland Housing Authority

The Housing Authority may terminate the HAP contract because:

- a. The Housing Authority has terminated assistance to the family.
- b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.
- c. The unit is larger than appropriate for the family size or composition under the regular Certificate Program.
- d. When the family breaks up and the Oakland Housing Authority determines that the family members who move from the unit will continue to receive the assistance.
- e. The Oakland Housing Authority determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.

- f. The owner has breached the contract in any of the following ways:
 - i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.
 - ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Housing Act.
 - iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
 - iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement;
 - v. If the owner has engaged in drug trafficking.

4. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, the Housing Authority may continue to make payments until the owner obtains a judgment or the family moves out.

12.3 INFORMAL HEARINGS

A. When a Hearing is Required

- 1. The Oakland Housing Authority will give a participant family an opportunity for an informal hearing to consider whether the following Oakland Housing Authority decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Oakland Housing Authority policies:
 - a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.

- b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Oakland Housing Authority utility allowance schedule.
 - c. A determination of the family unit size under the Oakland Housing Authority's subsidy standards.
 - d. A determination that a Voucher Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the Oakland Housing Authority's subsidy standards, or the Oakland Housing Authority determination to deny the family's request for an exception from the standards.
 - e. A determination to terminate assistance for a participant family because of the family's action or failure to act.
 - f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the Oakland Housing Authority policy and HUD rules.
2. In cases described in paragraphs 12.3(A)(1)(d), (e), and (f), of this Section, the Oakland Housing Authority will give the opportunity for an informal hearing before the Oakland Housing Authority terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not Required

The Oakland Housing Authority will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

- 1. Discretionary administrative determinations by the Oakland Housing Authority.
- 2. General policy issues or class grievances.
- 3. Establishment of the Oakland Housing Authority's schedule of utility allowances for families in the program.
- 4. An Oakland Housing Authority determination not to approve an extension or suspension of a voucher term.
- 5. An Oakland Housing Authority determination not to approve a unit or tenancy.

6. An Oakland Housing Authority determination that an assisted unit is not in compliance with HQS. (However, the Oakland Housing Authority will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
7. An Oakland Housing Authority determination that the unit is not in accordance with HQS because of the family size.
8. A determination by the Oakland Housing Authority to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Warning Meeting

It is the Oakland Housing Authority's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. Therefore, a meeting may be held with a Section 8 participant in cases where that participant's alleged actions or inactions are not serious enough to justify termination of assistance. The meeting would serve to inform the participant of the Housing Authority's allegations and can also function as a formal warning and official documentation of such warning. The primary goal of a warning meeting is to resolve the Housing Authority's allegations without subjecting the participant to a hearing. The secondary goal of an Allegation Review is to provide further documentation for cases that will proceed to a termination hearing. Regardless of whether or not a participant had a warning meeting, the participant is always entitled to an informal hearing as per HUD regulations.

12.4 PROCEDURE FOR SCHEDULING AND CONDUCTING INFORMAL HEARINGS

- A. The **Housing Representative** is responsible for taking the lead role in investigating all cases, sending out all notices to the participant and for presenting the case at the hearing.
- B. If the **Housing Authority** decides to terminate the participant's assistance, the **Housing Representative** must send a *Notice of Termination* to the participant. The notice must be reviewed and signed by the appropriate **Manager**. The notice will clearly state the basis for the decision, the specifics of the charge and will also cite appropriate Housing Authority policy and HUD regulations. The notice will also inform the participant of whether or not they have the right to an Informal Hearing regarding the decision and will explain the process by which an Informal Hearing may be requested. Participants must request an Informal Hearing within 14 calendar days of the date of the *Notice of Termination*.
- C. If a written request for Informal Hearing is received within 14 calendar days of the date of the *Notice of Termination*, a hearing will be scheduled. The hearing will be scheduled within 30 calendar days. The **Housing Representative** who sent out the *Notice of Termination* is responsible for scheduling the Informal

Hearing and notifying all appropriate individuals. The participant is to be consulted and given consideration when scheduling the Informal Hearing. Concerning scheduling and attendance, the family must meet the requirements of OHA's appointment policy.

- D. Once a hearing time is scheduled, the **Housing Representative** responsible for the hearing will send out the following the *Hearing Appointment Notification* form and a copy of all documents that will be used in presenting the case at the hearing. If the **Housing Representative** obtains additional information to be used in the hearing, that information does not have to be provided to the participant if discovery was not requested. If discovery is requested, then all information to be used in the hearing must be provided to the participant at least two business days prior to the hearing. Requests for additional sets of the documents and information to be used in the hearing will be provided at the family's (or their representative's) expense.
- E. OHA will use the *Hearing Appointment Notification* form to request discovery. If OHA requests discovery, the participant will be required to submit all information they will use in presenting their case two business days prior to the hearing. The **Housing Representative** is responsible for collecting and reviewing all physical evidence submitted by the family.
- F. **Hearing Officers** will be chosen from among OHA staff who will be assigned hearings on a rotating basis. **Hearing Officers** may not conduct hearings in cases where they made or approved the decision to terminate housing assistance or if the **Hearing Officer** is a subordinate of the person who made or approved the decision. If an appropriate **Hearing Officer** cannot be found amongst OHA staff, then a **Hearing Officer** will be obtained from outside the agency.
- G. The **Hearing Officer** is responsible for conducting the hearing. The **Hearing Officer** will have everyone in attendance at the hearing sign-in, will determine if discovery was requested by either side and will set up the tape recorder for the hearing. The Oakland Housing Authority and the family must have the opportunity to present evidence and both sides may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. At its own expense, the family may be represented by a lawyer or other representative
- H. When deciding the case, the **Hearing Officer** will only consider evidence presented at the hearing. The lone exception is if third party verification is needed to substantiate hearing testimony (e.g., proof of address). The **Hearing Officer** may allow a reasonable time for either side to submit relevant information. Information that is not produced by the **Hearing Officer's** deadline will not be considered. The Hearing Officer's decision will be based on a preponderance of the evidence.

- I. The **Hearing Officer** should complete the decision within 10 business days of the hearing. If third party verification is required, the **Hearing Officer** should complete the decision within 10 business days of receipt of the verification.
- J. Anytime the **Hearing Officer's** decision is against OHA, the **Director of Leased Housing** must review the decision prior to mailing to determine if OHA is bound by the **Hearing Officer's** judgment. If this review determines that OHA is not bound by the **Hearing Officer's** decision, then a report must be appended to the **Hearing Officer's** decision explaining why OHA is not bound by the decision. Per HUD's regulations, OHA is not bound by a hearing decision:
 - 1. Concerning a matter for which the Housing Authority is not required to provide an opportunity for an informal hearing, or that otherwise exceeds the authority of the person conducting the hearing under OHA's hearing procedures.
 - 2. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- K. The **Hearing Officer's** decision (and, if applicable, the appended report explaining why OHA is not bound by the **Hearing Officer's** decision) will be mailed to the family. As proof of service, decisions that uphold termination should be sent by certified mail. The report will be written so that it incorporates the requirements for a *Notice of Final Decision*. If the family's Section 8 assistance is to be terminated, the report will specify the effective date of the termination.
- L. A copy of the **Hearing Officer's** report will be given to the **Housing Representative** who presented the case for placement in the participant's file. A copy of the decision will also be provided to all OHA staff involved in the hearing. A copy of any decision that alters a payment plan or that results in an overpayment will also be provided to **Collections**.
- M. The **Hearing Officer** will submit a completed *Basic Hearing Information/Decision* form and a copy of the decision to the **Administrative Assistant** for placement in OHA's hearing file.
- N. If the participant disagrees with an informal hearing decision, the participant has the right to request a review by the Oakland Housing Authority's Executive Director or his/her authorized representative. The participant must request the review within 20 calendar days of the date or postmark of the Hearing Officer's decision. If the participant requests review by the Executive Director within the specified time period, no action adverse to the participant can be taken until the Executive Director issues a decision, or 30 calendar days elapse, whichever occurs first.

The Executive Director may uphold the decision, overrule the decision, or require that a new informal hearing be held. If the Executive Director decides that a new informal hearing should be held, the Executive Director will appoint an Informal Hearing Officer other than the person that made the decision or a subordinate of such person.

If the decision of the Executive Director is not mailed or hand delivered to the participant within 30 calendar days of the request for review, the Informal Hearing Officer's decision shall be deemed to be final.

- O. It is at the **Executive Director's** sole discretion that a request for a rehearing will be granted or denied. At the **Executive Director's** discretion, a rehearing may be limited to written submissions by both parties.

13.0 COMPLAINTS

The Oakland Housing Authority will investigate and respond to complaints by participant families, owners, and the general public. The Oakland Housing Authority may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible. The Oakland Housing Authority maintains and monitors a Complaint Line at (510) 874-1632.

14.0 SECTION 8 ADMINISTRATIVE FEE RESERVE CHARGES

Occasionally, it is necessary for the Oakland Housing Authority to spend money of its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with State law.

The Oakland Housing Authority Board of Commissioners authorizes the Executive Director to expend without prior Board approval up to **\$50,000** for authorized expenditures.

Any item(s) exceeding **\$50,000** will require prior Board of Commissioner approval before any charge is made against the Section 8 Administrative Fee Reserve.

15.0 OAKLAND HOUSING AUTHORITY OWNED HOUSING

Units owned by the Oakland Housing Authority and not receiving subsidy under any other program are eligible housing units for Housing Choice Voucher holders. In order to comply with federal regulation, the Oakland Housing Authority will do the following:

- A. The Oakland Housing Authority will obtain the services of an independent entity to perform the following Oakland Housing Authority functions:
 - 1. Determine rent reasonableness for the unit. The independent entity will communicate the rent reasonableness determination to the family and the Oakland Housing Authority.
 - 2. To assist the family in negotiating the rent.
 - 3. To inspect the unit for compliance with HQS.
- B. The Oakland Housing Authority will gain HUD approval for the independent agency/agencies utilized to perform the above functions
- C. The Oakland Housing Authority will compensate the independent agency/agencies from our ongoing administrative fee income.
- E. The Oakland Housing Authority, or the independent agency/agencies will not charge the family any fee or charge for the services provided by the independent agency.

16.0 QUALITY CONTROL OF THE SECTION 8 PROGRAM

In order to maintain the appropriate quality standards for the Section 8 program, the Oakland Housing Authority will annually review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program for our size housing authority.

17.0 SCOPE OF ADMINISTRATIVE PLAN

This Administrative Plan defines the Oakland Housing Authority's policies for operating its Section 8 programs. The parameters for these policies are established by federal laws and regulations. Issues related to the Section 8 program that are not addressed in this document are governed by federal, State and local regulations and HUD Notices, Memos and guidelines. If there is any conflict between this policy and laws or regulations, the Federal program laws and regulations will prevail. Only the Executive Director or the Deputy Director may grant an exception to any of the policies set forth in this document. The Housing Authority may not grant an exception to Federal program laws and regulations.

18.0 APPOINTMENT POLICY

Section 8 participants and applicants (all references to participants in this section, excluding hearings, should be read as applicants/participants) are expected to promptly keep all appointments set with the agency. This policy applies to all appointments set with the Oakland Housing Authority including, but not limited to, eligibility interviews, hearings and inspections. Any participant who fails to meet the requirements of the Housing Authority's appointment policy will have their housing assistance terminated. In the case of hearings, a participant who does not meet the Housing Authority's appointment policy will automatically lose their hearing.

A participant who is more than fifteen minutes late for an appointment will be considered to have missed their appointment and will face either termination of housing assistance or loss of hearing.

A participant who needs to change the time or date of their appointment will be allowed to reschedule once. The rescheduled appointment must occur within ten working days of the originally scheduled appointment. A participant who wishes to reschedule an appointment must contact the Housing Authority at least two working days before the date of their originally scheduled appointment. A participant who does not provide proper notice will face termination or loss of hearing. A participant is not permitted to reschedule an appointment more than once. A participant who misses their second appointment will face termination of assistance or loss of hearing.

Emergency situations (such as accidents or hospitalization) will be taken into consideration when implementing this policy. A participant who claims they missed an appointment due to an emergency will be required to conclusively prove such a claim.

19.0 PROJECT-BASED ASSISTANCE

19.1 INTRODUCTION

HUD allows Housing Authorities to convert a portion of their Section 8 assistance from tenant-based to project-based. The use of project-based assistance must be consistent with the goals of deconcentrating poverty and expanding housing and economic opportunities. Other than the specific program rules detailed below or those required by HUD, project-based assistance is subject to all standard Section 8 rules and regulations.

19.2 NUMBER OF PROJECT-BASED UNITS

The Authority will convert a maximum of 500 vouchers to project-based assistance.

19.3 LOCATION

HUD requires that project-based assistance only be awarded to units located in census tracts with a poverty rate of 20% or less. The Authority will seek waivers from HUD to locate project-based assistance in census tracts with a poverty rate greater than 20%, but which are located in redevelopment or empowerment zones or in tracts showing significant evidence of gentrification. The Authority will also seek waivers in order to preserve existing, endangered low-income affordable housing owned by private or nonprofit concerns.

19.4 ADVERTISING POLICY

The Authority will advertise the availability of any project-based assistance allocations to owners and developers in accord with HUD regulations. At a minimum, the availability of project-based assistance will be advertised once a week for at least three weeks in a local newspaper of general circulation, and also in any available minority media. The advertisement will specify the number of vouchers available to be project-based, the number of units in a building that may be project-based, the type of units that will be considered for project-basing (existing, new construction, and/or moderate rehabilitation) and the last day that applications may be accepted. The advertisement will also contain a statement that participation requires compliance with fair housing and Equal Opportunity requirements and that the Federal Labor Standards provisions may be applicable for new and rehabilitation construction.

19.5 TERM OF PROJECT-BASED ASSISTANCE CONTRACT

Project-based HAP contracts will be executed for terms between five and ten years. The specific term or terms that will be offered for any project-based allocation will be advertised when the allocation is open to bid. Future HAP funding renewals and payments are subject to HUD appropriations and funding ability. HAP contracts may be extended upon their expiration for such period that the Authority and the owner agree to and which the Authority determines will expand housing opportunities and extend long term housing affordability.

19.6 UNIT SELECTION POLICY

The Authority anticipates that it will offer several varieties of project-based assistance (e.g., targeted to general Section 8, service enhanced housing, the disabled, etc.). Therefore, the unit selection policy will be detailed and advertised prior to each opening. Any selection process will follow all applicable HUD regulations. Any selection process will be competitive. The Authority's Board of Commissioners will approve any selection process, thus allowing public comment on any proposed process. Where necessary, the Authority will receive HUD approval of any proposed selection process.

19.7 TENANT SELECTION

The Authority's standard Section 8 wait list and preferences will be used to select families for project-based units. If the project-based assistance is targeted to a special program population (e.g., Family Unification, homeless families), then families for those units will be selected from the Authority's regular wait list, special wait list or by referral in accord with the regulations and policies for that special program. Owner referrals and wait lists cannot be used to select tenants. Available project-based units will be advertised in the Authority's rental listing. Authority staff will also work directly with project-based owners to market any available units to Section 8 participants.

19.8 LEASE TERM

The initial lease term for project-based units is one year.

19.9 VACANCY LOSS

The Authority will make vacancy loss payments to owners for up to 60 days after a unit becomes vacant. Vacancy loss payments will be made in an amount equal to the Authority's HAP for the family which last occupied that unit. The owner is not eligible to receive any vacancy loss payments beyond 60 days. The owner will only receive the vacancy loss payment if the vacancy is not the owner's fault (e.g., HQS violations) and the Authority and the owner have taken every action to minimize the likelihood and length of any vacancy.

19.10 REDUCTION IN THE CONTRACT NUMBER OF PROJECT-BASED UNITS

Project-based units that are not rented by an eligible family within 120 days of becoming vacant will be terminated from the project-based assistance contract. Appeals will be allowed, but will be granted only in extraordinary circumstances. A unit that has consistently failed HQS inspections may also be terminated from the project-based assistance contract.

19.11 TENANT MOBILITY AND PORTABILITY

Section 8 recipients who have resided in a project-based unit for at least 12 months may move with continued assistance (they will receive a tenant-based voucher) subject to the same rules as any other tenant-based Section 8 participant family. If the family wishes to move, but no voucher is available, then the family will receive the next available voucher (ahead of families on the wait list).

19.12 HQS INSPECTIONS

The Authority will conduct HQS inspections in accord with HUD regulations with one exception. In buildings with multiple project-based units, only 25% of the units (rounded up) will be inspected on an annual basis. However, each unit must pass an initial

inspection whenever a new family wishes to move into that unit and emergency and special inspections will be conducted at the request of the owner or tenant.

20.0 CONVERSION TO SECTION 8 ASSISTANCE

20.1 INTRODUCTION

The Oakland Housing Authority's mission is to:

...assure the availability of quality housing for low-income persons, to promote the civic involvement and economic self-sufficiency of residents, and to further the expansion of affordable housing within Oakland.

A corollary to this statement is that the Authority wishes to preserve existing affordable housing. As such, the Authority will seek to convert a family in any program it administers or performs contract services for, to its Section 8 program if that family's existing subsidy is jeopardized.

20.2 ELIGIBLE FAMILIES

Families are eligible to have their current form of subsidized housing converted to Section 8 assistance funded from the Authority's voucher allocation if their current form of assistance will no longer provide them with affordable housing. The family must either be a resident in one of the Authority's public housing projects or receiving assistance in any of the Authority's housing programs that are not funded through the Authority's voucher allocation (e.g., Shelter Plus Care).

20.3 LIMITATIONS

Such conversions are only available in cases where a family's ability to secure affordable housing is in danger due to eviction from their unit due to public housing conversion or rehabilitation, funding cuts, program changes or other such events that are beyond the family's control. Such conversions are not available to families who merely wish to change forms of assistance or whose assistance is being terminated due to their actions or inactions. Conversions will only occur if adequate voucher funding is available.

20.4 WAIT LIST

A family receiving conversion funding will be assisted prior to families on the wait list.

21.0 CONFLICT OF INTEREST POLICY

21.1 CONFLICT OF INTEREST POLICY

Neither the Authority nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with any of the Authority's Section 8 programs in which any of the following classes of persons has any interest, direct or indirect, during their tenure or for one year thereafter:

1. Any present or former member or officer of the Authority (except a participant commissioner);
2. Any employee of the Authority, or any contractor, subcontractor or agent of the Authority, who formulates policy or who influences decisions with respect to the programs (except that program participants may be hired as employees of the Authority);
3. Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs; or
4. Any member of the Congress of the United States.

21.2 EMPLOYEES WHO ARE ALSO AUTHORITY CLIENTS

An employee of the Authority who is a client or who is related to a client has a responsibility to avoid any conflict of interest that might lead to unequal treatment. Therefore, the following procedural standards are to be employed in all such circumstances.

1. No employees, nor their staff if they are a Manager or Supervisor, shall handle matters related to their own cases or to the cases(s) of member(s) of their family.
2. Employees of the Leased Housing Department shall be responsible for reporting to the Director of Human Resources and the Director of Leased Housing any potential or actual conflict of interest. If the employee is unsure whether or not a conflict of interest exists, the employee shall refer the matter to the Director of Human Resources and the Director of Leased Housing for a determination.

It shall be the responsibility of the Director of Leased Housing to ensure that any actions or decisions taken within the Leased Housing Department affecting any employee's participant status or the participant status of an employee's relative are in accordance with all applicable policies and procedures. It shall be the responsibility of the Director of Housing Management to ensure that any actions or decisions taken within the Eligibility Department affecting any applicant's status or the applicant status of an employee's relative are in accordance with all applicable policies and procedures. Both Directors

shall ensure that the employee or employee's relative shall neither suffer any loss of benefit nor receive any gain of benefits as a result, direct or indirect, of her/his employment at the Authority or her/his relationship to an Authority employee. As such:

1. Any time action is taken or a decision is made which affects the applicant or participant status of an Authority employee or a relative of an Authority employee in any way, all Authority paperwork must be received and signed by the appropriate Director before the action or decision becomes effective.
2. Each initial determination of eligibility and each selection to a program of an Authority employee or a relative of an Authority employee shall be forwarded from the Director of Housing Management to the Executive Office for review and final approval. A certification by the Director of Housing Management shall accompany the file to the Executive Office stating that all determinations and actions taken have been reviewed pursuant to applicable policies and procedures.

21.3 DISCLOSURE

Member of the classes listed below must disclose their interest or prospective interest to the Authority and HUD as follows:

Relation to Authority	Disclosure Required	Disclosure Frequency
OHA Board Members All Executive Office Staff All Directors	<i>CA Statement of Economic Interests</i>	Annually
All Section 8 Staff All Eligibility Staff All MIS Staff All Finance Staff	<i>OHA Statement of Employee and Familial Participation in Housing Authority Programs</i>	Annually
Contractors Sub-contractors Agents of the Authority	<i>CA Statement of Economic Interests</i>	Upon contract with OHA, annually thereafter
	<i>OHA Statement of Employee and Familial Participation in Housing Authority Programs</i>	Upon contract with OHA, annually thereafter

21.4 DISCIPLINARY PROCEDURES

It is the policy of the Authority to operate all of its programs in an ethical manner and in such a way that no group or individual shall have an unfair advantage in the receipt of the Authority's programs and services. The Authority will vigorously investigate any suspected violation of its Conflict of Interest policies and will cooperate with HUD's

Office of Inspector General, local and Housing Authority police and any other appropriate bodies when conducting investigations of suspected violations. Appropriate penalties shall be determined for each individual case. Available penalties include:

- a. Written reprimand;
- b. Suspension;
- c. Probation;
- d. Demotion;
- e. Termination; and
- f. Criminal Prosecution.

21.5 *WAIVER CONFLICT OF INTEREST PROVISIONS*

The conflict of interest prohibitions detailed under this section may be waived for good cause by the HUD field office.

22.0 GIFT POLICY

The Leased Housing Department utilizes the Oakland Housing Authority's Gift Policy.

22.1 *DISCIPLINARY PROCEDURES*

It is the policy of the Authority to operate all of its programs in an ethical manner and in such a way that no group or individual shall have an unfair advantage in the receipt of the Authority's programs and services. The Authority will vigorously investigate any suspected violation of its Gift Policy and will cooperate with HUD's Office of Inspector General, local and Housing Authority police and any other appropriate bodies when conducting investigations of suspected violations. Appropriate penalties shall be determined for each individual case. Available penalties include:

- a. Written reprimand;
- b. Suspension;
- c. Probation;
- d. Demotion;
- g. Termination; and
- h. Criminal Prosecution.

GLOSSARY

50058 Form: The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.)

Absorption: In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based.

Administrative fee: Fee paid by HUD to the housing authority for the administration of the program.

Administrative Plan: The plan that describes housing authority policies for the administration of the tenant-based programs.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age.

Amortization Payment: In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home. If furniture was included in the purchase price, the debt service must be reduced by 15% to exclude the cost of furniture. The amortization cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program.

Annual Income: All amounts, monetary or not, that:

- a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
- b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- c. Are not specifically excluded from Annual Income.
- d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

Applicant (applicant family): A family that has applied for admission to a program but is not yet a participant in the program.

Assets: The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

Asset Income: Income received from assets held by household members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income.

Assisted lease (lease): A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.

Certificate: A document issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing authority approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

Certification: The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

Child care expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen: A citizen or national of the United States.

Common space: In shared housing: Space available for use by the assisted family and other occupants of the unit.

Congregate housing: Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

Consent form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits.

Continuously assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

Cooperative: Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

Decent, safe, and sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development (HUD).

Dependent: A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

Dependent Allowance: An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

Disability assistance expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disability Assistance Expense Allowance: In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

Disabled family: A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled person: See "person with disabilities."

Displaced family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Displaced person: A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Domicile: The legal residence of the household head or spouse as determined in accordance with State and local law.

Drug related criminal activity: Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

Drug trafficking: The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

Elderly family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly Family Allowance: For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

Elderly person: A person who is at least 62 years of age.

Evidence of citizenship or eligible status: The documents that must be submitted to evidence citizenship or eligible immigration status.

Exception rent: An amount that exceeds the published fair market rent.

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.).

Fair market rent (FMR): The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

Family includes but is not limited to:

- a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- b. An elderly family;
- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family;
- f. The remaining member of a tenant family; and
- g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Family members: include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058.

Family of Veteran: A "Family" as defined above that includes a "Veteran" as either:

- A. A current member sharing residency, or
- B. A deceased member, or
- A. A permanently absent member because of hospitalization, separation, desertion, or divorce, provided that, (1) if the veteran or serviceperson was the head of the household or spouse, the remaining spouse or head of household, as appropriate, has not remarried, and (2) the family contains one or more persons for whose support s/he is legally responsible.

Family self-sufficiency program (FSS program): The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family share: The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

Family unit size: The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

FMR/exception rent limit: The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

Full-time student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or Certificate Program, as well as an institution offering a college degree.

Gross rent: The sum of the rent to the owner plus any utilities.

Group Home: A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

Hate Crime: "Hate Crime" means actual or threatened physical violence or intimidation that is directed against a person or his/her property and that is based on the person's race, color, religion, sex, national origin, handicap, or familial status.

Head of household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Household members: include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

Housing Assistance Payment (HAP): The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing quality standards (HQS): The HUD minimum quality standards for housing assisted under the Section 8 program.

Housing voucher: A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

Housing voucher holder: A family that has an valid housing voucher.

Imputed income: For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used in determining annual income.

Income category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Initial Housing Authority: In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

Initial payment standard: The payment standard at the beginning of the HAP contract term.

Initial rent to owner: The rent to owner at the beginning of the initial lease term.

In-Kind Payments: Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

Interim (examination): A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrant such a reexamination.

Jurisdiction: The area in which the housing authority has authority under State and local law to administer the program.

Lease: A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority.

Live-in aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- a. Is determined to be essential to the care and well-being of the persons;
- b. Is not obligated for the support of the persons; and
- c. Would not be living in the unit except to provide the necessary supportive services.

Low-income families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families. *[1937Act)*

Manufactured home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

Manufacture home space: In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

Medical expenses: Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

Minimum Rent: The Minimum amount of Tenant Rent.

Mixed family: A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Moderate rehabilitation: Rehabilitation involving a minimum expenditure of \$1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

- a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance; or
- b. repair or replace major building systems or components in danger of failure.

Monthly adjusted income: One twelfth of adjusted income.

Monthly income: One twelfth of annual income.

Mutual housing is included in the definition of "cooperative".

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-elderly family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net family assets:

- a. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- b. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- c. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Noncitizen: A person who is neither a citizen nor national of the United States.

Noncitizens Rule: Effective June 19, 1995 applicants for federal housing assistance must be United States citizens, nationals, or certain categories of eligible noncitizens. Evidence of eligible immigration status must be submitted at application, re-exam, or if evidence of eligible immigration status is not evident. Persons are only required to submit evidence of eligible immigration status one time during continuously assisted occupancy.

Occupancy standards: The standards that the housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

Participant (participant family): A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

Payment standard: In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

Person with disabilities: A person who:

- a. Has a disability as defined in Section 223 of the Social Security Act,

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

- b. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

- (1) is expected to be of long-continued and indefinite duration,

- (2) substantially impedes his or her ability to live independently, and

- (3) is of such a nature that such ability could be improved by more suitable housing conditions, or

- c. Has a developmental disability as defined in Section 102(7) of the of the Developmental Disabilities Assistance and Bill of Rights Act.

"Severe chronic disability that:

- (1) is attributable to a mental or physical impairment or combination of mental and physical impairments;

- (2) is manifested before the person attains age 22;

- (3) is likely to continue indefinitely;

- (4) results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (5) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
- (5) reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.

Private space: In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

Preservation: This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

Proration of assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing Agency: A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

Receiving Housing Authority: In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a certificate or voucher, and provides program assistance to the family.

Re-certification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining member of a tenant family: A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

Rent: "Rent" means gross rent as defined in the glossary.

Rent to owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Self-Declaration: A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

Set-up charges: In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

Shared housing: A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

Single person: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Single room occupancy housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special admission: Admission of an applicant that is not on the housing authority waiting list, or without considering the applicant's waiting list position.

Special housing types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

Spouse: "Spouse" means the husband or wife of the head of household.

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Statement of family responsibility: An agreement in the form prescribed by HUD, between the housing authority and a Family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

Subsidy standards: Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant rent: The amount payable monthly by the family as rent to the owner minus any utility allowance.

Third-party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: see suspension.

Total tenant payment (TTP):

Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act. which is the higher of :

30% of the family's monthly adjusted income;

10% of the family's monthly income;

Minimum rent; or

if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

Utilities: "Utilities" means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility.

Utility allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility hook-up charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Utility reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit.

Verification:

- a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).
- b. The three types of verification are:
 - (1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.)
 - (2) Documentation, such as a copy of a birth certificate or bank statement
 - (3) Family certification or declaration (only used when third-party or documentation verification is not available)

Very low-income families: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families. *[1937 Act]*

Violent criminal activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher (rental voucher): A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

Voucher holder: A family holding a voucher with unexpired search time.

Waiting list admission: An admission from the housing authority waiting list. *[24 CFR 982.4]*

Welfare assistance. Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. *[24 CFR 5.603(d)]*

ACRONYMS

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OHA	Oakland Housing Authority
OMB	(U.S.) Office of Management and Budget
PBC	Project-Based Certificate (program)
PHA	Public Housing Agency
QHWRA	Quality Housing and Work Responsibility Act of 1998
TTP	Total Tenant Payment
SSA	Social Security Administration